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Her Majesty's Attorney General, at
the Relation of the Master and
Wardens of the Company of Mer-
chant Taylors, London; on
the behalf of the Inhabitants of
Coventry, Northampton, Lei-
cester, Nottingham and War-
wick,

Appell^t.

{ The Mayor, Bayliffs, }
and Commonalty of { Respond^{ts}.
the City of Coven- }
try, }

The C A S E of the Respondents.

KING HENRY VIII. for 1378 *l.* 10 *s.* 6 *d.* paid by the Mayor, Bayliffs, and Commonalty of the City of Coventry, Granted divers of the then late dissolved *Priory Lands*, in and near the said City of Coventry, to them and their Successors for ever, under the Yearly Rent of 7 *l.* 13 *s.* 2 *d.* reserved to the Crown. 19 July, 34 Hen. 8.
K. Henry Grants Priory
Lands to the City of Coven-

The Charges of Passing this Grant came to 99 *l.* 00 *s.* 10 *d.* So that the Consideration-Money, and these Charges amounted to 1477 *l.* 11 *s.* 04.

Towards which, it appears by their Books, that the City of Coventry Receiv'd 1000 *l.* of Mr. White, (afterwards Sir Thomas White) and the rest they Raised by Money out of the Common Box, a Gold-Ring and Goods by them Pawn'd or Sold, &c. The City paid the Purchase-Money,

The said City Received the Rents and Profits, from the time of the Purchase, to the time of making the Indentures, or Articles following, being about 9 Years. And Received the Rents.

Indentures (commonly called the Articles) were made between the City of Coventry, and the Merchant Taylors of London, which Recite, That whereas the said Mayor, Bayliffs, and Commonalty, had Purchased and Bought to them and their Successors for ever, of King Henry VIII. certain Lands, &c. being of the clear Yearly Value of 70 *l.* or thereabouts, (as by the Particulars in the Schedule Annexed appeared) which Purchase was so made, and had by the only Procurement, Aid, and Help of Mr. White, minding thereby to Relieve and Preferr the Common-Wealth of the said City of Coventry, being in great Ruine and Decay; and further Recite, That the said Mr. White of his Goodness, had Given and Paid to the said Mayor, and to his Brethren the Aldermen there, for the said Purchase to be obtained, the Summ of 1400 *l.* In consideration whereof, the said Mayor, Bayliffs and Commonalty, at the Request and Mediation of certain Friends of the said Mr. White, do Covenant with the Merchant Taylors and their Successors; That they the said Mayor, Bayliffs, and Commonalty and their Successors for ever, shall immediately after the Decease of the said Mr. White, Yearly Give, Imploy, Dispose, Distribute, Pay, and Deliver Of the Issues, Revenues, Rents and Profits of the said Lands and Tenements, the Summ of 70 *l.* per Annum, as followeth, viz. 24 *l.* per Annum, to 12 Poor Men of Coventry for ever; 40 *l.* per Annum in Loan to Young Men of Coventry, to be lent for 9 Years, and then to be put out again to other Young Men of Coventry for 9 Years; and so from 9 Years to 9 Years for ever: And this Payment of 40 *l.* per Annum in Loan to Coventry, to continue for 41 Years before the other Corporations (after mentioned) have any of it; and in the Second Year after the Expiration of 40 Years, then 40 *l.* to be lent to 4 Young Men of Northampton; and the third Year to 4 Young Men of Leicester, and then to Nottingham, and then to Warwick successively; and so Circularly to Coventry, Northampton, Leicester, Nottingham, and Warwick, untill 100 Years from the Death of Mr. White be Expired; and after that, the whole 40 *l.* to be lent to one Young Man of each Town in their turns; and to Circulate through the said five Towns, and to be put out for 9 Years, and from 9 Years to 9 Years for ever. The remaining 6 *l.* of the said 70 *l.* to be paid Yearly, viz. 20 *s.* to the Merchant Taylors; 6 *s.* 8 *d.* a-piece to the Mayor, Recorder, and 10 Aldermen of Coventry, to see the Charity performed, and 20 *s.* to the Town-Clerk, for making Entries thereof. 6 July, 5 Edw. 6.

The Corporation of Coventry Covenant to Distribute and Pay 70 *l.* per Annum, as Prout,

The City of Coventry gave a Bond to the Merchant Taylors in 4000 *l.* to perform these Articles, and are subject by their Covenants to other Penalties for any Neglect, in disposing the 70 *l.* per Annum, as aforesaid. And give Bond for Performance of Covenants.

By

By these *Articles*, and some *Letters* of Sir *Thomas White*, it appears that he *freely* gave the said City the Money they had from him; but it does not certainly appear how the 1000 *l.* he gave them at the time of the Purchase, was afterwards made up 1400 *l.* whether he paid them 400 *l.* more, or whether it was done some other way.

7 Novem. 2 Eliz.
The said City Grant 40 *l.*
per Annum to St. John's
College Oxon.

The said City, for a considerable Sum of Money paid them by Sir *Tho. White*, Granted 40 *l.* per Annum for ever, out of all their Mannors, Lands, and Tenements to St. John's College Oxon.

In 1566.
Sir Tho. White Requests
the City to let his Wife have
46 *l.* per Ann. for her life.

Sir *Thomas White* died, but sometime before his Death, he made it his Request to the City of *Coventry*, both by his Letters and by his Will, that they would let his Wife have for her life, 46 *l.* per Annum; and to induce them to it, he tells them how kind he had been to them, taking Notice that the Rents of this Estate, were since the Purchase improved in a manner double; and after his Decease, the Lady *VWhite*, and Sir *VWilliam Cordell*, Master of the Rolls, (one of Sir *Thomas's* Executors), wrote to them to the same Effect; and that the Merchant Taylors would consent to it; but the City Excused themselves therein, and did not comply in that matter.

The City Excuse themselves.

In 1618.

The Merchant Taylors
Certify Sir Thomas White's
Gift honestly discharged.

Upon some Complaint that had been made to the Lord Chief Justice *Hobart*, and Mr. Baron *Bromley*, then Judges of Assize for that Circuit, as if the Charity had not been disposed as it ought to be; The Merchant Taylors certified in Writing, that they had visited the Town of *Coventry* several times, and had seen the Books of Accompts, and found Sir *Thomas VWhite's* Gift was *Honestly and sufficiently* discharged by the Mayor and Aldermen; tho' it appeared by the Books at that time, that the Rents were considerably Increased, and that only the 70 *l.* per Annum, and no more, was applied to the Uses in the *Articles*, and so much always since to this time hath been Punctually applied to those Uses, only the 4 Corporations which now Complain have not, for 4 or 5 Years now last past, thought fit to Accept or Call for their 40 *l.* per Annum.

The City of *Coventry* hath quietly Received the Rents, and enjoyed the Estate, (out of which the 70 *l.* per Annum is payable) for 150 Years.

But of late, Pretences have been made on the behalf of the Relators against the City of *Coventry*, as if they were not the Owners of this Estate, but only Trustees thereof for the said Relators; and that they ought not only to Answer the said 70 *l.* per Annum out of the Profits, as they have always done; but that all the rest of the Profits of the said Estate, ought to be applied to the same Purposes.

Object. 1.
That Sir Thomas White
was Purchaser.

It has been pretended, That Sir *Thomas White* was the purchaser of these Lands, and therefore it was in Trust for him.

Answer.
Part of the Money was
given the City, the rest An-
swered out of their own Estate.

It's plain, that the Conveyance of the Inheritance, was made to the City of *Coventry*, and near a third part of the Purchase-money was at first paid by them out of their Own Estate; and Sir *Thomas White* gave them the rest; and if he had given them the whole, the Money was by such his bounty, become their Own property, or otherwise, it could not be said to be given; and consequently the purchase was to their Own Use.

Object. 2.
The Rents being improved,
the Uses to which the 70 *l.*
a Year is paid, ought to have
the Advantage in Proportion.

It's pretended, That the Lands being but about 70 *l.* per Annum clear, at the time of making the *Articles*, and So much being appointed to the Uses therein Specified; It was intended that all the after Improvements, should go in Augmentation of those Uses: And so the four Corporations of *Northampton, Leicester, Nottingham, and Warwick*, (who have each of them had eight or nine hundred Pounds already out of the 70 *l.* per Annum) should Share with *Coventry* in the Surplus of the Estate.

Answer.
The Lands are not settled
to any Uses.

I. The Lands themselves were never settled to these Uses, only the City of *Coventry* have Covenanted to apply 70 *l.* per Annum, of the Rents and Profits of this Estate unto these purposes, and therefore not like the Cases, where Lands themselves have been settled to Charitable Uses; and therefore the whole Profits as the Rents and Value of such Lands have afterwards increased, have been applied to such Uses.

The Payments are limited.

II. The Sums payable out of the Estate are Limited and Certain, and the same Sums are appointed to have Continuance, and be paid for ever, and therefore ought not to be increased.

The Payments did not take
Place till after the Improve-
ment.

III. These Payments were not to begin, till after the Decease of Sir *Thomas White*, and before his Decease the Lands were improved, and the Rents in a manner Double, as he himself took notice as aforesaid; So that the whole Profits, when the Annual Payments first took Place, were not applied to those Uses, and yet never till now lately complained of, or thought by any one to be misapplied.

IV. Money

IV. Money when the purchase was made being at 10*l* per Cent, and the *Times* unsettled, the said City would never have Sold their Goods to buy Land at above 40 Years purchase (for at that Rate, including the Charges of the Grant, they bought these Lands) unless they had had at the time of the Purchase, a certain prospect of an Advantage to themselves, by the Increase of the Rents, &c. which followed accordingly.

The Lands were bought at 40 Years Purchase.

V. That as Matters stood betwixt Sir Thomas White and the City of Coventry, it appears that he was so far from being Owner of the Estate, that there needed the Mediation of his Friends to obtain the 70*l*. per annum.

*The 70*l*. a Year settled at the Mediation of Friends.*

VI. That when that came to be done, the Title was taken to be so fully in the said City, That Sir Thomas White is not so much as a party to the Articles, nor did he Joyn in the Settlement of it, or so much as declare his Consent thereunto.

Sir Tho. White not a Party to the Articles,

VII. That if he had had any Power or Right to the Surplus, it would at some time have been Claimed by him, and he needed not to have Purchased of them 40*l*. per Annum for St. John's College; or have besought them to Grant the Annuity to his Wife, but might have provided for her out of the Surplus of this Estate, which then appeared to be sufficient.

Nor ever claimed any Right to the Surplus.

VIII. That Sir. Thomas White's regard for the other four Corporations, was but small in Comparison of Coventry, for his design in procuring them the Purchase, was, To relieve and prefer the Common Wealth of the City of Coventry, and even in the Settlement of the 70*l*. per Annum, 29*l*. per Annum is fixed for ever in Coventry, and the 40*l*. Loan Money, continued there for 41 Years from Sir Thomas's Death; and since then Coventry hath had and for ever is to have it every 5th Year, as the four Corporations have it likewise in their turns.

He had a special Regard to the City of Coventry.

Another pretence has been grounded upon the Stile or Title of some Accompts in the Books of the City of Coventry, wherein the Lands are called Sir Thomas White's Lands.

Object. 3: These have been called Sir Tho. White's Lands,

This Stile or Title is to distinguish these from other Lands, and the said City had other Lands besides these, as doth appear in the same Books.

Answer. To distinguish them.

All these Pretences having been fully heard and debated, before the Right Honourable the Lord Keeper, assisted by the Lord Chief Justice Holt, Mr. Justice Powell, and Mr. Justice Blencome, who after time taken to inspect the Evidences, all concurred with his Lordship, that the Relators ought not to be Relieved, his Lordship therefore decreed the Information should be dismissed.

Decree by Lord Keeper, assisted by three Judges.

December, 1700.

A great Clamour has been made, as if no Accompts were kept of this Estate, and as if the Surplus of the profits thereof was imbezelled and Spent in Corporation Treats, &c. which is altogether untrue; for it appears by the Accompts and Proofs that the Surplus of this Estate, has been always applied to Laudable, Charitable and Necessary Uses, as the Augmentation of the two Ministers maintenance; the payment of 40*l*. per Annum to St. John's College; the making good the Deficiencies and Losses in divers other Charities, the Repairs of Publick Buildings; the Support of poor Widows, the payment of Servants and Officers Wages, and necessary Charges of the Government of the Corporation; and these things with other constant and usual Payments, with Interest for about 2000*l*. (which the said City owes) and Taxes, come to near as much as all their Receipts.

How the Improvement of these Lands is applied.

And the said Lands, at the Purchase thereof, being designed by all parties for the Common-weal of the said City of Coventry, and imployed upon publick Accounts of the said Town; It is humbly conceived to be applyed, according to the first intention of the Purchase of the said Lands, the particular Charities, having been constantly performed.

And therefore it is humbly hoped the Appeal shall be dismiss'd with Costs.

T. P O W T S.

THE

ATTORNEY GENERAL,

At the Relation of

The Merchant Taylors, &c.

APPELLANT.

THE

City of COVENTRY
RESPONDENTS.

The CASE of the
RESPONDENTS.

To be heard the of February,
1702.